AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment; Triad EAP

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Triad Resource Group, LLC d/b/a Triad EAP and Gunnison County BOCC

Term Begins: 01/01/2018 **Term Ends:** **Grant Contract #:**

Summary:

Exhibit C will replace in entirety, Exhibit A for Triad EAP's Services. Exhibit A Section 2(a) incorrectly stated 5 counseling sessions.

Fiscal Impact: None

Submitted by: Cheryl Seling **Submitter's Email Address:** cseing@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No fiscal impact, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/8/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/15/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/15/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/16/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/21/2019

Revised April 2015

AMENDMENT
TO
EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

RECITALS

A. Triad EAP (Triad) and Board of County Commissioners of Gunnison County ("Employer") are parties to an Employee Assistance Program Agreement dated March 5, 2018 for the provision of EAP Services to Clients. The Employee Assistance Program Agreement and any amendments thereto shall collectively be referred to as the "Agreement." All definitions and terms of the Agreement are incorporated herein by this reference.

B. TRIAD and Employer desire to amend the Agreement.

WHEREFORE, in consideration of the above recitals and the mutual promises below, the parties agree as follows:

1. Exhibit A of the Agreement shall be deleted in its entirety and replaced by the attached Exhibit C.

2. Except as set forth in this Amendment, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

3. This Amendment is effective for EAP Services provided on or after January 1, 2018.

TRIAD EAP	EMPLOYER
Name: John Gribben	Name: _____
_____ (signature)	_____ (signature)
Title: Owner / Manager	Title: _____
Date April 17, 2019	Date _____
Address:	Address:
844 Grand Ave., Suite C Grand Junction, CO 81501	200 E. Virginia Ave Gunnison, CO 81230

ATTACHMENT(S):
Exhibit C

EXHIBIT C
Triad EAP's SERVICES

Employer: Gunnison County
Effective Date: 1/1/18 – 12/31/18

1. **Payment of Quarterly Assessment.** Payment must be received by TRIAD, on or before the tenth calendar day of the quarter, equal to the base rate times the number of Eligible Employees for Employer. All employees who are listed on the last payroll of the Employer before the beginning of the quarter and who fall within the designated Class of Eligible Employees for Employer shall be counted in computing the monthly assessment. The base rate per Eligible Employee per quarter is $6.69.

2. **Basic EAP Services Included in the Base Rate**.

a. **Counseling Sessions.** The maximum number of counseling sessions per Eligible Employee per one-year Term of the Agreement is three (3) per incident. Any counseling session provided under this Agreement for Eligible Employee's Immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement. The Type of Incident is defined by the primary stressor creating the need for counseling, as follows:

1) Relationship problems within the Immediate Family, including but not limited to, marital or domestic problems, separation or divorce, relationship issues between spouses or domestic partners, parents and children, or siblings.

2) Health-related problems such as physical or mental illness or substance abuse of the Eligible Employee or the Immediate Family member or death of a loved one;

3) Financial or legal problems;

4) Job-related problems;

5) All other stressors.

Counseling sessions are for the purpose of assessment, short term counseling, and/or referral. The sessions are not for long term treatment. A counseling session is up to 50 minutes in length. Depending upon counselor availability and Client consent, a counseling session may be extended in length past 50 minutes and treated as multiple sessions (in increments of up to 50 minutes) that will each count toward the number of counseling sessions to be provided within the one-year term of this Agreement. Any scheduled counseling session that a Client misses without notice to Triad and the EAP Counselor of cancellation at least 24 hours in advance will be assessed counted as a counseling sessions to be provided to Eligible Employee under this Agreement or as an additional counseling session charged to the Eligible Employee if the basic service number is exceeded. The basic services that are not utilized

during the one-year Term are forfeited without refund and do not carry over into the next one-year Term unless Triad, in its sole discretion, makes a written exception to this rule.

b. **Financial Counseling Sessions**. Eligible employees can access a toll-free Information Line -- Financial counselors address questions on matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, and bankruptcy prevention. Certified Consumer Credit Counselors will provide hour-long confidential counseling sessions. Any financial counseling session provided under this Agreement for Eligible Employee's immediate Family shall count toward the number of counseling sessions to be provided to Eligible Employee under this Agreement.

c. **Legal Assistance Sessions**. The legal assistance benefit allows Eligible Employees consultation for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or Triad. The legal consultant will provide connection to an attorney in the user's state for a free 30-minute consultation and/or refer the client to a local attorney for a free 30-minute consultation. If additional assistance is desired, clients are entitled to 25% off of the attorney's normal and customary fees. Certain legal issues are excluded from the 25% discounted rate. Excluded from the free consultation and other legal work is any matter in which the adverse party is a party or Employer under this Agreement, an affiliate, parent company or subsidiary of any party of Employer under this Agreement, or an Eligible Employee or Immediate Family of an Eligible Employee under this Agreement.

d. **Integrated ID Recovery—**30 minute consultation with a skilled ID Theft resolution Specialist who provides the caller with the tools to implement a resolution action plan. Includes 25% fee reduction for individuals who choose to purchase the Enhanced ID Recovery.

e. **Life Coaching.** Eligible Employees can consult with a Triad Life Coach for various issues such as career development, goal setting, life transitions, time management and work-life balance. Mental health conditions are not appropriate for Life Coaching. Up to five sessions are included during each one-year term; sessions can take anywhere from 15 to 90 minutes and can take place by phone, video chat, and / or in person. Immediate Family are not eligible for Life Coaching.

f. **Training Programs.** TRIAD shall present two one-hour work-site training programs during each one-year Term on topics selected by Employer from topics listed on Exhibit B as "Wellness & Personal Growth Seminars".

g. **Conflict Resolution Counseling.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Three Conflict Resolution Counseling sessions will be provided by TRIAD to Employer each one-year Term (1 counselor for up to 3 hours per session).

h. **Critical Incident Counseling.** Critical Incident Counseling shall mean an on-site group session for Eligible Employee counseling purposes following a critical or traumatic incident that affects workplace productivity or has an impact on the Eligible Employees' ability to cope or function in the work place. TRIAD shall make available to Employer three critical incident Counseling sessions each one-year Term (1 counselor for up to 3 hours per session).

i. **Management consultations –** Unlimited management consultations regarding EAP services & policy development as it relates to the EAP Services are included at no charge.

3. <u>Charges for Additional Services</u>.

a. **Additional Counseling Sessions.** Additional Counseling Sessions may be provided at a cost of $85.00 per session, up to 50 minutes. Such sessions must be paid for at the time the service is provided, unless arrangements are made with the EAP Counselor and Client, in advance, for billing to the Eligible Employee, Client, Employer or other party.

b. **Training Programs.** Work-site training programs will be provided at a charge to Employer of $225 per hour plus travel costs for work-sites outside Mesa County, Colorado, or as otherwise agreed to in writing prior to the program presentation.

c. **Conflict Resolution Sessions.** Conflict Resolution Counseling shall mean a group session for two or more Eligible Employees referred to EAP by Employer for the purposes of addressing issues causing conflict in the workplace. Additional Conflict Resolution Sessions will be provided to Employer at the rate of $95 per one-hour session plus travel costs where applicable.

d. **Additional Critical Incident Counseling Sessions.** Additional Critical Incident Counseling Sessions will be provided to Employer at the rate of $125 per one-hour session plus travel costs where applicable.